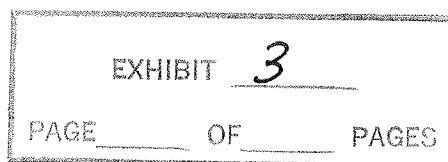


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HOSPITAL, PHYSICIAN AND OTHER HEALTH CARE
SERVICES AGREEMENT

BETWEEN

HealthEOS, Inc.

AND

UNIVERSITY HEALTH CARE, INC.

This Hospital, Physician and Other Health Care Services Agreement ("This Agreement") is made and entered into this 1st day of January, 2006, by and between HealthEOS, Inc., referenced above, (hereinafter referred to as "Contractor") and University Health Care, Inc. ("UHC"), a nonprofit tax-exempt corporation organized under the laws of the State of Wisconsin, acting pursuant to agreements with the University of Wisconsin Hospitals and Clinics Authority ("UWHC"), the University of Wisconsin Medical Foundation ("UWMF"), which contracts on behalf of the faculty physicians for University of Wisconsin Medical School ("Medical School") at the University of Wisconsin-Madison ("UW-Madison"), Chartwell Midwest Wisconsin ("CMW") the limited liability company owned by Chartwell Wisconsin Enterprises, LLC (CWE) and Wisconsin Dialysis, Incorporated ("WDI") the free-standing, non-profit corporation formed by UWHC, Meriter Hospital, and UWMF. Providing managed care contract services, UHC enters into This Agreement as an agent for the Medical School, UWMF UWHC, CMW and WDI.

1. PURPOSE

WHEREAS, Contractor has contracted or intends to contract directly or indirectly with Payors (as defined below) to arrange for the provision of Covered Services (as defined below) to Covered Persons (as defined below); and

WHEREAS, Contractor desires to contract with UHC to arrange for UWHC and UW Practitioners (as defined below) to provide inpatient, outpatient, and Emergency Covered Services (as defined below) to Covered Persons, as set forth hereinafter; and

WHEREAS, UHC has as its purpose to further the teaching, research and service functions of the Medical School and UWHC and is fulfilling that purpose by providing the opportunity for teaching, research and service by contracting with UWHC and UWMF in order that UWHC and UW Practitioners can provide certain health care services to patients referred by other health care providers and entities; and

WHEREAS, UHC is operating its program providing managed care contract services as the agent for the Medical School, UWMF and UWHC and through arranging for the delivery of health care services by employees and agents of the Medical School, UWMF and UWHC; and

WHEREAS, UHC is willing to contract with Contractor to arrange for the provision of hospital, physician and other health care services to Covered Persons under This Agreement; and

WHEREAS, Contractor and UHC mutually desire to preserve and enhance patient dignity and to enhance the quality of patient care;

NOW THEREFORE, in consideration of the premises and mutual covenants and other consideration, the parties agree as follows:

2. DEFINITIONS

2.1 Benefit Plan – Shall mean a set of specific health benefits offered under a self-insured health plan or a fully-insured group or individual health insurance policy which sets forth the services for which a Payer is obligated to pay on behalf of Covered Persons pursuant to This Agreement. For the purpose of This Agreement, Benefit Plan shall be understood to include, unless otherwise specified herein, commercial Contractor and self-insured Contractor products.

2.2 Clean Claim – Shall mean a complete and accurate UB92 claim form, or its successor, meeting all the requirements set forth by the National UB92 Committee and the Wisconsin State UB92 Committee, for hospital services. For services billed by UWMF, a Clean Claim shall mean a complete and accurate Center for Medicare and Medicaid Services (“CMS”) 1500 claim form, or its successor, meeting all the requirements as established by CMS. For claims submitted in the 837-4010A1 formats, only the following measures will be used to determine a “clean transaction”:

- Syntactical Integrity – transaction contains valid segments, in the correct order. Numeric values are present in numeric data elements, compliance with X12 rules and syntax.
- Compliance with HIPAA Implementation Guide-specific requirements. Plan specific Companion Guides are the responsibility of the Plan to provide and maintain.
- Balanced field amounts.
- Correct inter-segment situations (e.g. If NM108 is populated then NM109 must be populated).
- Compliance with mandated (or, their successors as mandated) external code sets (ICD-9-CM, CPT4, Level II HCPCS).

2.3 Covered Person - Shall mean a person who is entitled to have Covered Services paid for on his or her behalf under a Benefit Plan. For purposes of This Agreement, “Covered Person” shall include all eligible dependents of the individual who has been named for coverage under a Payer's Benefit Plan.

2.4 Covered Services - Shall mean those specific hospital, physician and other health care services, including inpatient, outpatient and Emergency services, available at and provided by UWHC and/or by any of the UW Practitioners, which the Plan is required to provide its Covered Persons pursuant to a Benefit Plan, and for which Plan is obligated to pay or reimburse UWHC and/or UWMF.

2.5 Emergency – Shall mean a situation requiring medical services for treatment of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain,

such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) placing the health of the individual, including an unborn child, in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

2.6 Payer – Shall mean an employer which sponsors a self-insured health Benefit Plan, an insurer, an association, a trust fund, an HMO, a third-party administrator or any other third party payer or entity, excluding Multiple Employer Welfare Arrangements, which provides a Benefit Plan as defined herein to Covered Persons, with which the Contractor has contracted to arrange for the provision of Covered Services and which has the financial obligation for payment of Covered Services under This Agreement.

2.7 Protected Services – shall have the meaning provided in the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. 160.103).

2.8 University of Wisconsin Faculty Physician ("Faculty Physician") - Shall mean a physician licensed to practice medicine in the State of Wisconsin who is a faculty member at and is employed by the Medical School, and is represented by UWMF for contracting purposes. Milwaukee Clinical Campus faculty physicians are excluded from this definition of Faculty Physician and are not considered providers for the Plan under This Agreement.

2.9 University of Wisconsin Hospital and Clinics ("UWHC") – Shall mean the University of Wisconsin Hospital and Clinics Authority, a public authority established by the State of Wisconsin, and the facilities it operates, including a hospital, home health agency, outpatient pharmacy, air ambulance, and DME services licensed under the laws of the State of Wisconsin.

2.10 University of Wisconsin Medical Foundation ("UWMF") – Shall mean the non-profit medical education and research organization which contracts on behalf of the Faculty Physicians. UWMF is generally the billing and collection agent for UW Practitioners employed by the Medical School, UWMF or UW-Madison.

2.11 University of Wisconsin Practitioner ("UW Practitioner") – Shall mean a Faculty Physician or any other health care professional employed by UWHC, UWMF, Medical School or UW-Madison. Milwaukee Clinical Campus faculty physicians and other Milwaukee Clinical Campus health care professional employees are excluded from the definition and are not considered providers under This Agreement.

2.12 Utilization Management and Quality Assurance Program – Shall mean a system which provides ongoing monitoring activities related to the quality, appropriateness, effectiveness, cost and utilization of Covered Services provided or arranged by Plan, or provided or arranged by UWHC and/or the UW Practitioners, and the implementation of corrective actions determined to be appropriate under such system.

2.13 Wisconsin Dialysis, Incorporated ("WDI") – Shall mean the free-standing, non-profit corporation formed by UWHC, Meriter Hospital, and UWMF. WDI provides outpatient dialysis services to its' patients.

2.14 Chartwell Midwest Wisconsin ("CMW") - Shall mean the limited liability company owned by Chartwell Wisconsin Enterprises, LLC (CWE) a limited liability company owned by Wisconsin Therapies, Inc. (WTI), a non-profit tax exempt Wisconsin corporation owned and operated by UWHC and Chartwell Home Therapies, LP, a Massachusetts limited partnership. CMW provides or arranges for the provision of infusion therapy services.

3. RESPONSIBILITIES OF THE PARTIES

3.1 UHC's Obligations. In accordance with the terms of This Agreement UHC agrees to arrange for UWHC and UW Practitioners, within the usual and customary range of their facilities and personnel, to provide Covered Services to Covered Persons, including inpatient, outpatient and Emergency services when such services are ordered by a licensed physician or other licensed and/or certified health care professional. UHC warrants that UWHC, CMW, WDI and UW Practitioners shall perform Covered Services for Covered Persons in a manner similar to that provided any other patient. UWHC, CMW, WDI and UW Practitioners shall not be required to provide any services to Covered Persons that UWHC and UW Practitioners otherwise do not afford to other patients.

3.2 Authorization for Inpatient Services and Ambulatory Surgery. UHC warrants that UWHC and Faculty Physicians shall admit a Covered Person to UWHC and render inpatient or ambulatory surgery services under This Agreement only after UWHC has verified the Covered Person's eligibility under a Benefit Plan, and in the case of non-Emergency services, has received preauthorization, precertification or similar approval, if required, from the appropriate entity. Contractor and/or Payer, as appropriate, shall issue to each Covered Person an identification card which shall be presented to UWHC and/or UW Practitioner, as appropriate, at the time services are sought to indicate Benefit Plan eligibility. In order for the rates under This Agreement to apply to the services rendered to a Covered Person, the identification card must include Contractor's logo, or the logo of any group approved by UHC to access This Agreement, as shown on the sample Contractor identification card attached hereto as Attachment A. No group shall be approved to access This Agreement without UHC's prior written agreement. Upon such presentation, UWHC and/or UW Practitioner, as appropriate, shall contact the Benefit Plan administrator designated on the Covered Person's Benefit Plan identification card to verify the person's Benefit Plan eligibility and benefits, which confirmation shall be UWHC's and UW Practitioners' guarantee of coverage. Payer is thereafter deemed to be obligated to pay UWHC and UW Practitioners for Covered Services provided to the Covered Person, pursuant to Section 5 herein.

3.3 Authorization for Outpatient Services. For outpatient Covered Services (except for ambulatory surgery, as provided in Section 3.2), UWHC, CMW, WDI and UW Practitioners may rely on the Covered Person's presentation of a current, valid health insurance identification card as sufficient authorization to render service and ensure payment by the Payer, except in the case of fraudulent use of such identification card by any patient. Neither UWHC, CMW, WDI nor UW Practitioners need confirm a Covered Person's Benefit Plan eligibility prior to rendering outpatient service.

3.4 Emergency Services. In an Emergency, UWHC will notify Contractor, the Covered Person's employer, or the employer's utilization review organization, as appropriate, within forty-eight (48) hours, excluding weekends and holidays, after: (a) admission of a Covered Person to UWHC, or (b) the patient has been otherwise identified as a Covered Person. UWHC will permit the

review of the admission by the designated representative for certification of the number of inpatient hospital days authorized under the applicable Utilization Management Program. If the admission is authorized, such authorization shall be retroactive to the time of the provision of the Emergency services. Contractor acknowledges that UWHC must comply with state and federal law regarding the prompt provision of Emergency services to all patients presenting themselves to UWHC with an Emergency condition. Contractor warrants that it requires Payers to reimburse UWHC and UW Practitioners for provision of Emergency services.

3.5 Loss of Status. Contractor warrants that it requires Payers to pay UWHC, UWMF, CMW and WDI for the payment of all Covered Services provided to Covered Persons, up to and including the date the Covered Person loses his or her eligibility, or in the event a Covered Person loses his or her eligibility under the applicable Benefit Plan during any period of inpatient hospitalization.

3.6 Nondiscriminatory Treatment. All Covered Persons presenting themselves for admission or treatment shall be admitted and afforded treatment in accordance with UWHC's and the Faculty Physicians' standard admitting and treatment policies and procedures, and This Agreement does not give Covered Persons any greater right or priority in admission or treatment than any other patient. UWHC's and UW Practitioners' provision of services to persons in need of same shall be governed by the severity of the medical need and the availability of beds, services and staffing at the time admission or treatment is sought, as well as any other factors that UWHC and the Faculty Physicians deem relevant.

4. COMPENSATION

4.1 Basic Compensation. Contractor warrants that it requires Payers to pay UWHC and UW Practitioners in full for Covered Services rendered to Covered Persons in accordance with the Compensation Schedule attached hereto as Attachment B, incorporated herein by reference, and any adjustments thereto based on Section 14.1 herein, with renewal from term to term subject to renegotiation of the Compensation Schedule as outlined in Section 14.2 of This Agreement. UHC warrants that neither UWHC, UWMF, CMW nor WDI will hold the Contractor responsible for payment of claims. However, Contractor agrees to assign to UWHC, UWMF, CMW and WDI any contractual rights to enforce payment which they have against any Payer who fails to pay any claim according to the terms and conditions of This Agreement.

4.2 Third Party Payers. UHC warrants that UWHC, UWMF, CMW and WDI shall submit directly to the Contractor or the Payer, as specified prior to or when a Covered Person presents for services, all claims for services rendered to Covered Persons by UWHC, CMW, WDI and UW Practitioners. UHC warrants that UWHC, UWMF, CMW and UWMF will follow Coordination of Benefits ("COB") procedures established by the Wisconsin Office of the Commissioner of Insurance. If UWHC, UWMF, CMW and WDI have knowledge of the fact that the Payer is not primary in a COB situation, UWHC, UWMF, CMW and WDI will bill other primary third-party payers first; in the event that the primary payer denies the claim or makes only a partial payment on the claim, UWHC, UWMF, CMW and WDI will submit their respective claims to the Payer. If the Payer is other than primary under the COB rules, Payer shall pay one hundred percent (100%) of the residual balance after the primary payer has adjudicated the claim.

4.3 Deductible, Coinsurance, and Copayment Amounts, Non-Covered Services, Covered Services Rendered Without Identification. UWHC, UWMF, CMW and WDI may collect applicable deductible, coinsurance and copayment amounts from Covered Persons. UWHC, UWMF, CMW and/or WDI shall also bill Covered Persons for the provision of any services that are not Covered Services. Covered Services rendered to Covered Persons who fail to present the proper identification card prior to the rendering of such services are not subject to the contract rates set forth on Attachment B and are billable to Covered Persons.

4.4 Subrogation and Payments for Administrative Services. UWHC, UWMF, CMW and WDI may accept and retain amounts recovered from other third party liability payers, including Workers' Compensation, as a result of claims filed by UWHC, UWMF, CMW or WDI. Amounts recovered from other third party liability payers as a result of claims filed by UWHC, UWMF, CMW and/or WDI shall reduce Contractor's or Payer's liability on that claim by the amount collected from the third party liability payer up to but not exceeding the contract amount.

UWHC, UWMF, CMW and WDI may accept and retain payments from liability insurance companies for extraordinary services (i.e., typically administrative in nature) rendered for the preparation of special reports by UW Practitioners and time of UW Practitioners involved in litigation related matters such as depositions, trial preparation and court appearances.

5. BILLINGS AND PAYMENT

5.A. Claims Filed Directly to Payers

5.A.1 Billings. UHC warrants that UWHC, UWMF, CMW and/or WDI will send claims directly to Payers for services provided to Covered Persons, except when UWHC, CMW, WDI and/or UWMF, as the case may be, is unable to obtain the requisite authorization to file a claim. Contractor accepts that such billings will be for the respective, actually-billed charges of UWHC, CMW, WDI and/or UWMF. Contractor further accepts that UWHC bills facility fees for services rendered in hospital-operated clinics, and that UWMF bills for professional services rendered in hospital-operated clinics. UWMF bills the total component for services rendered at physician-owned clinics. Billings shall be made on the UB92 and/or the HCFA1500, or their respective successor forms.

5.A.2 Timeliness of Payments. Contractor warrants it shall inform Payers that in order for contract rates to apply, payment in full must be received by UWHC, CMW, WDI or UWMF within thirty (30) days of the respective filing of a Clean Claim by UWHC, CMW, WDI and/or UWMF to the Payer. Contractor warrants it shall inform Payers that failure of any Payer to pay UWHC, CMW, WDI and/or UWMF within such time frame may, at the provider's discretion, void the pricing arrangement attached hereto. As a result, the Payer shall then be required to pay the higher of any fixed price or actually-billed charges (paid separately to UWHC, CMW, WDI and UWMF) of UWHC, CMW, WDI or UWMF. In the case of discounted services, the Payer shall be required to pay actually-billed charges (paid separately to UWHC, CMW, WDI and to UWMF) of UWHC, CMW, WDI or UWMF. Contractor warrants that it contractually obligates Payers to pay interest according to State of Wisconsin Statute 628.46 on any amount due but not received by UWHC, CMW, WDI or UWMF within thirty (30) days of the filing of a Clean Claim.

In the event that the Contractor or Payer enforces a claims filing deadline, Contractor agrees that neither Protected Services nor services that require global billing according to the CPT guidelines will be subject to the claims filing deadline of Contractor. The Contractor agrees that the following shall apply in the case of Protected Services:

- a. UWHC, CMW, WDI and/or UWMF shall file claims within sixty (60) days of receipt, respectively, of the Covered Person's written permission to file a claim for Protected Services: In the event that the Covered Person fails to respond to a request for written permission to file a claim for Protected Services within sixty (60) days, UWHC, CMW, WDI and/or UWMF may bill the Covered Person directly, and the Covered Person shall be responsible for one hundred percent (100%) of the charges for the Protected Services.

Claims shall be submitted to Contractor within 120 days of (a) the date outpatient services are rendered, (b) discharge from an inpatient stay, (c) receipt of the explanation of benefits from the Plan, or (d) date Covered Person provides UWHC and UWMF with correct insurance information.

5.A.3 Refunds. Payer shall have the right to request a refund for an overpayment, provided, however, that any such request shall be made by Payer within three (3) months of Payer's payment of such claim and such request is accompanied by sufficient documentation to establish the accuracy of Payer's claim for entitlement to a refund. Payer may not recoup past erroneous payments from future payments. UHC represents that in the event of an overpayment by Payer, UWHC, CMW, WDI or UWMF shall promptly initiate the refund process.

5.A.4 Reimbursement Rates. Contractor warrants that it requires Payers to pay UWHC, CMW, WDI and UWMF at the applicable rate(s) specified in the Compensation Schedule attached hereto as Attachment B, including charges for professional services and facility fees for hospital-operated clinics, subject to the terms and conditions set forth in the Compensation Schedule. Contractor warrants it shall inform Payers that in the event that any other direct or indirect agreement between Contractor and/or any Payer and UWHC, UWMF, CMW, WDI or UHC may be applied to services rendered hereunder, whether by formal written agreement or otherwise, including but not limited to prompt payment discounts and other payment arrangements, the agreement which provides the lower rate of reimbursement shall prevail, provided the single contract which provides the lower rate of reimbursement is specified at the time benefits and eligibility are verified, it being understood that in no case may the reimbursement from two or more such agreements be applied to a single case. Contractor acknowledges and warrants it shall inform Payers that UWHC, CMW, WDI and UWMF may bill Covered Persons for charges not paid by Payer according to the requirements of this Section. Notwithstanding any other provision in This Agreement, UHC warrants that UWMF shall, and Contractor warrants that it shall and also requires Payers to follow the rules outlined by the current Physicians Current Procedural Terminology (CPT) in the coding of claims.

5.A.5 Remittances. In order for contract rates to apply, remittances shall be accompanied by an Explanation of Benefits form noting the reason for the reduced payment and specifying the Covered Person's PPO affiliation.

5.B Claims Filed Directly to Contractor

5.B.1 Billings. UHC warrants that UWHC, CMW, WDI and/or UWMF will send claims directly to the Contractor for services provided to Covered Persons, except when UWHC and/or UWMF, as the case may be is unable to obtain the requisite authorization to file a claim to the Contractor. Contractor accepts that such billings will be for UWHC's and/or UWMF's respective, actually-billed charges. Contractor further accepts that UWHC bills facility fees for services rendered in hospital-operated clinics, and that UWMF bills for professional services rendered in hospital-operated clinics. UWMF bills the total component for services rendered at physician-owned clinics. Billings shall be made on the UB92 and/or the HCFA1500, or their respective successor forms.

5.B.2 Timeliness of Payments. Contractor warrants it shall inform Payers that in order for contract rates to apply, payment in full must be received by UWHC, CMW, WDI or UWMF within thirty (30) days of the respective filing of a Clean Claim by UWHC, CMW, WDI or UWMF to the Contractor. Contractor warrants it shall inform Payers that failure of any Payer to pay UWHC, CMW, WDI and/or UWMF within such time frame may, at the provider's discretion, void the pricing arrangement attached hereto. As a result, the Payer shall then be required to pay the higher of any fixed price or UWHC's, CMW's, WDI's and/or UWMF's respective, actually-billed charges (paid separately to UWHC and UWMF). In the case of discounted services, the Payer shall be required to pay UWHC's, CMW's, WDI's and UWMF's actually-billed charges (paid separately to UWHC, CMW, WDI and to UWMF). Contractor warrants that it also contractually obligates Payers to pay interest according to State of Wisconsin Statute 628.46 on any amount due but not received by UWHC or UWMF within thirty (30) days of the filing of a Clean Claim.

5.B.3 Refunds. Payer shall have the right to request a refund for an overpayment, provided, however, that any such request shall be made by Payer within three (3) months of Payer's payment of such claim and such request is accompanied by sufficient documentation to establish the accuracy of Payer's claim for entitlement to a refund. Payer may not recoup past erroneous payments from future payments. UHC represents that in the event of an overpayment by Payer, UWHC, CMW, WDI or UWMF shall promptly initiate the refund process.

5.B.4 Reimbursement Rates. Contractor warrants it shall require the Payer to pay UWHC, CMW, WDI and UWMF at the applicable rate(s) specified in the Compensation Schedule attached hereto as Attachment B, including charges for professional services and facility fees for hospital-operated clinics, subject to the terms and conditions set forth in the Compensation Schedule. Contractor warrants it shall inform Payers that in the event that any other direct or indirect agreement between the Contractor and/or any Payer and UWHC, UWMF, CMW, WDI or UHC may be applied to services rendered hereunder, whether by formal written agreement or otherwise, including but not limited to prompt payment discounts and other payment arrangements, the agreement which provides the lower rate of reimbursement shall prevail, provided the single contract which provides the lower rate of reimbursement is specified at the time benefits and eligibility are verified, it being understood that in no case may the reimbursement from two or more such agreements be applied to a single case. Contractor acknowledges and warrants that it informs Payers that UWHC, CMW, WDI and UWMF may bill Covered Persons for charges not paid by Payer according to the requirements of this Section. Notwithstanding any other provision in This Agreement, UHC warrants that UWMF shall,

and Contractor warrants that Contractor shall and requires Payers to follow the rules outlined by the current Physicians Current Procedural Terminology (CPT) in the coding of claims.

5.5 Remittances. In order for contract rates to apply, remittances shall be accompanied by an Explanation of Benefits form noting the reason for the reduced payment and shall specify the name of the Covered Person's Contractor affiliation as shown in Attachment A hereto.

6. PPO COVENANTS, REPRESENTATIONS AND WARRANTIES

6.1 Access to Contract/Compensation Schedule. Contractor warrants that prior to permitting any Payer access to This Agreement, including the Compensation Schedule, except as required by law, Contractor shall obtain an enforceable, signed confidentiality pledge from such Payer. Contractor acknowledges and agrees that the following shall constitute a material breach of This Agreement, subject to immediate termination of This Agreement pursuant to Section 15.1 herein: Contractor's failure to secure an enforceable, written confidentiality pledge from a Payer before divulging the terms and provisions of This Agreement; divulging the terms and provisions of This Agreement to any party other than a Payer under This Agreement, except as required by law, and; reselling access to This Agreement to payers who are not participating in the PPO or not offering benefit differentials for out of network utilization.

6.2 Administration. Contractor or Payers shall, at their respective sole cost and expense, perform in an accurate and timely manner all necessary administrative, enrollment verification and other functions required for the administration of This Agreement. Contractor shall furnish to UHC, UWHC and UWMF a manual of administrative procedures (including any changes thereto) which addresses medical case management, utilization review, quality improvement/assurance, Covered Persons' and provider appeal processes, claims filing and payment requirements, physician credentialing, peer review, audit procedures and any other administrative requirements that could affect UWHC, UWMF or UHC under This Agreement. UHC shall, and UHC warrants that UWHC, CMW, WDI and UWMF agree to cooperate with such procedures and requirements so long as they do not conflict with any applicable UHC, UWHC, CMW, WDI or UWMF policy, procedure, bylaw or law. Contractor shall, at no expense to UHC, UWHC, CMW, WDI or UWMF, provide to UHC a current list of Payers, including any aforementioned designees (affixed hereto as Attachment C). Further, Contractor agrees to send monthly updates of Attachment C to:

For the Medical Foundation:

Director of Billing Services
P.O. Box 44968
Madison, WI 53744-4968

For the Hospital:

Mr. Mark Johnson
Director of Contract Management
635 Science Dr., Ste. 200
Madison, WI 53711

For the DFM:

Mr. James Berg
UWMF Department of Family Medicine
777 South Mills Street
Madison, WI 53713

Contractor warrants that it shall promptly notify UHC upon termination of an agreement between the Contractor and a Payer. Effective upon the date of termination, neither UWHC, CMW, WDI nor UW Practitioners shall have any further responsibility to treat Covered Persons of such Payer under This Agreement except as provided in Section 15.2 nor shall UWHC, UWMF, CMW, WDI or UHC be bound by any other provisions of This Agreement.

6.3 Communications with UHC, UWHC and UWMF. Each Payer shall identify at least one individual with telephone number to provide the requisite authorizations and to verify eligibility under This Agreement.

6.4 Communications with Covered Persons. Contractor and/or Payers, as appropriate, shall be responsible for communicating to Covered Persons all necessary information pertaining to the rights, responsibilities and obligations which are created by the Benefit Plan agreement.

6.5 Additional Covenants. Contractor further agrees to:

6.5.1 Ensure that Payers include in their Benefit Plans financial incentives for Covered Persons to obtain health care services from UWHC, CMW, WDI and the UW Practitioners, as described in Attachment F hereto.

6.5.2 Ensure that the Payers agree to promptly provide UWHC, CMW, WDI and UW Practitioners with all information concerning Benefit Plans as may be requested by UWHC, CMW, WDI and UW Practitioners to facilitate the provision of Covered Services.

6.5.3 Ensure that Payers provide to Covered Persons a Benefit Plan description which includes the financial incentives for Covered Persons to obtain health care services from UWHC, CMW, WDI and UW Practitioners.

6.5.4 Ensure that Covered Persons are provided with a written PPO provider directory which includes a complete, current and accurate list of UWHC, CMW, WDI and the UW Practitioners.

6.5.5 Ensure that Payers promptly notify UHC of changes to the Benefit Plan financial incentives noted in 6.5.1 above.

6.5.6 HIPAA Compliance. Plan shall accept all the transactions mandated by the Standards for Electronic Transactions (45 C.F.R. § 162) in standard, electronic form. If, at any time Plan refuses or is not able to accept transactions in standard, electronic form, then UHC reserves the right to terminate This Agreement upon fifteen (15) days written notice to the Plan of UHC's intent to terminate This Agreement.

6.5.7 Annually provide UHC with a copy of its audited annual financial statements, within thirty (30) days of their issuance.

6.5.8 Require Payers to comply with the UW Health PPO Participation Criteria attached hereto as Attachment F.

6.6 Authority. Contractor warrants that it has full authority to enter into and negotiate the terms of This Agreement and to obligate by contract the Contractor and Payers to the terms, conditions and provisions of This Agreement.

6.7 PPO Participation Criteria. Contractor warrants that it requires all Payers to comply with the UW Health PPO Participation Criteria attached hereto and incorporated herein as Attachment F. In the event Contractor is unable to demonstrate such compliance to UHC's satisfaction, then Contractor and/or the Payer, as the case may be, shall not be permitted to access the contract rates contained herein.

7. MUTUAL COOPERATION

To the extent compatible with the separate and independent management of each, Contractor, Payers, UHC, UW Practitioners, UWMF, CMW, WDI and UWHC shall at all times maintain an effective liaison and close cooperation with each other to provide or to arrange for the provision of the agreed services to Covered Persons at the most reasonable cost consistent with quality standards of medical care. Toward this end, UHC warrants that UWHC, CMW, WDI and/or UWMF will cooperate with Contractor and Payers in the implementation of an effective Utilization Management Program, if so requested. Subject to the confidentiality requirements outlined in Section 12 and the UWHC procedures outlined on Attachment D of This Agreement and incorporated herein by reference, UWHC, CMW, WDI or UWMF, as appropriate, will furnish within a reasonable time period, at Contractor's or Payer's request and expense, such pertinent sections of a Covered Person's medical records as may be required by Contractor or Payer to implement such Utilization Management Program, when such Covered Person's medical record has been completed in accordance with applicable law and UWHC, CMW, and WDI policies and procedures. Medical records and any other books or documents are the property of UWHC, CMW, WDI or UWMF. Contractor and Payers are solely responsible for the cost of their peer review programs and will reimburse UWHC, CMW, WDI and UWMF or their respective duplicating vendors for duplicating expenses they incur in complying with such programs.

8. COVERED PERSON GRIEVANCES

UHC warrants that UWHC, UWMF, CMW, WDI and UW Practitioners will cooperate with Contractor in resolving any Covered Person's grievances related to the provision of Covered Services under This Agreement. Contractor acknowledges that complaints and grievances may be filed directly to UHC (Contracting Department, (608) 263-7923, University Health Care, Inc., 635 Science Drive, Suite 100, Madison, WI 53711) or as follows:

For UWHC employees, UWHC medical staff, Faculty Physicians and other health care professionals employed by Medical School or UW-Madison, Contractor or Payer, as appropriate, shall bring complaints to the attention of the UWHC's Department of Patient Relations, (608) 263-8009, UW Hospital and Clinics, 600 Highland Avenue, Room G7/210, Madison, WI 53792.

UHC, UWHC, CMW, WDI and UWMF, as appropriate, shall, in accordance with their regular procedures, investigate such complaints and use their best efforts to resolve them in a fair and equitable manner, and shall notify Contractor promptly of any action taken or proposed as to the resolution of such complaints.

9. HOSPITAL - PATIENT AND PHYSICIAN - PATIENT RELATIONSHIPS

Contractor warrants that neither Contractor nor Payers shall intervene in any way or manner with the provision of Covered Services or any other health care services by UWHC or UW Practitioners, it being understood and agreed that the traditional relationships between hospital and patient, as well as physician and patient and physician and hospital, will be maintained.

10. INSURANCE

10.1 Authority's Insurance, Coverage for UW Faculty Physicians, Other Health Care Professionals Employed by UW-Madison, and Notice of Claim

10.1.1 The University of Wisconsin Hospitals and Clinics Authority shall provide and maintain in full force and effect throughout the term of This Agreement, general comprehensive liability insurance in an amount of not less than One Million Dollars (\$1,000,000). Contractor has reviewed UWHC's insurance coverage as of the date of execution of This Agreement and acknowledges that all coverage amounts and carriers are acceptable to Contractor. UWHC shall notify Contractor in writing of any change in insurance coverage or insurance carrier within thirty (30) days after the effective date of change, and agrees to provide Contractor annually, upon request and also within thirty (30) days of any material change(s) to policy, a certificate of insurance issued by UWHC's carrier.

The Authority is covered by the Wisconsin Patient's Compensation Fund ("PCF"), established under Chapter 655, Wisconsin Statutes, for professional malpractice liability of the Authority. The Authority shall provide and maintain the primary liability coverage required by the PCF in compliance with PCF requirements. UWHC shall make such payments as may be required to maintain PCF requirements. UWHC shall notify Contractor in writing of any change in such liability coverage or carrier within thirty (30) days after the effective date of change.

10.1.2 Faculty Physicians and certain non-physician health care professionals providing services pursuant to This Agreement are employees of Medical School, a unit of the University of Wisconsin system, which is an agency of the State of Wisconsin. The Faculty Physicians and such other health care professionals are within the scope of their employment by or agency for the State of Wisconsin in performing the obligations contained in This Agreement. The State of Wisconsin provides indemnity for the acts or the omissions of acts of its employees and agents within the scope of their employment or agency under Section 895.46, Wis. Stats. Claims against the Faculty Physicians and such other health care professionals are subject to the notice of claim and limitation of damage provisions of Section 893.82, Wis. Stats.

10.1.3 UWHC or UHC, as appropriate, shall contact and advise Contractor in the event UWHC, any Faculty Physicians or UHC has reason to believe that a claim may exist against any employees or agents of Contractor for Covered Services performed under This Agreement. Contractor shall contact and advise UHC, the Vice-Chancellor for Legal and Executive Affairs, University of Wisconsin-Madison, Room 361, Bascom Hall, 500 Lincoln Drive, Madison, WI, 53706, and the General Counsel, University of Wisconsin Hospitals and Clinics Authority, Room H47847, 600 Highland Avenue, Madison, WI 53792, in the event Contractor or any Payer has reason to believe a claim may exist against UWHC, Medical School, UHC, UWMP or their employees or agents for services performed under This Agreement. Notification under this section shall be used for information purposes only and shall not substitute for the statutory notification and claim procedure of Section 893.82 or 893.80, Wis. Stats.

10.2 Coverage for Other Health Care Professional Liability Exposures. UWMP insures certain non-physician health care professionals not employed by the Medical School through a policy with an independent professional liability carrier. The limits of this coverage are One Million/Three Million Dollars (\$1,000,000/\$3,000,000). This same carrier provides excess liability coverages for both allied health and entity wide exposures up to Eleven Million Dollars (\$11,000,000).

10.3 UWMP's Insurance. UWMP shall provide and maintain in full force and effect throughout the term of This Agreement, general comprehensive liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Millions Dollars (\$2,000,000) in aggregate. UWMP also maintains excess liability insurance in the amounts of Ten Million Dollars (\$10,000,000) per occurrence and Twenty Millions Dollars (\$20,000,000) in aggregate. Contractor has reviewed UWMP's insurance coverage as of the date of execution of This Agreement and acknowledges that all coverage amounts and carriers are acceptable to Contractor. UWMP shall notify Contractor in writing of any change in insurance coverage or insurance carrier within thirty (30) days after the effective date of change, and agrees to provide Contractor annually, upon request and also within thirty (30) days of any material change(s) to policy, a certificate of insurance issued by UWMP's carrier.

10.4 UHC's Insurance. UHC, at its sole cost and expense, shall procure and maintain in full force and effect throughout the term of This Agreement, general comprehensive liability insurance in an amount of not less than One Million Dollars (\$1,000,000). Contractor has reviewed UHC's insurance coverage as of the date of execution of This Agreement and acknowledges that all coverage amounts and carriers are acceptable to Contractor. UHC shall notify Contractor in writing of any change in insurance coverage or insurance carrier within thirty (30) days after the effective date of change, and agrees to provide to Contractor annually upon request, and also within thirty (30) days of any material change(s) to such policy, a certificate of insurance issued by UHC's carrier.

10.5 Cooperation of UWHC and Faculty Physicians. UHC warrants that UWHC shall use its best efforts to obtain the cooperation of its employees and agents in the defense of any litigation, indemnity for which may be applicable under Section 895.46, Wis. Stats., and that Faculty Physicians' cooperation will likewise be obtained.

10.6 Contractor's Insurance. Contractor, its sole cost and expense, shall procure and maintain in full force and effect throughout the term of This Agreement, such policies of general

liability, professional liability (the requirement for professional liability coverage may be waived if Contractor contractually warrants that it has no employees or agents who make any decisions which affect a Covered Person's ability to obtain health care services) and other insurance as shall be necessary to insure Contractor and its employees and agents against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by Contractor, the use of any property and facilities or equipment provided by Contractor; and the activities performed by Contractor in connection with This Agreement. Contractor warrants that such policies which cover physicians shall be in such amounts as required by Wis. Statute 655.23. Upon request by UHC, Contractor shall deliver copies of such policies to UHC prior to or upon execution of This Agreement, and any modifications, extensions or renewals of such policies prior to or upon each renewal of This Agreement thereafter. Contractor agrees to notify UHC immediately upon notification from the insurance carrier that a policy will be cancelled.

10.7 Insurance for Health Care Providers Under Contract with Contractor. Contractor warrants that it contractually requires all physicians and other providers of health care services for Contractor, (excluding housestaff physicians and other health care professionals employed by UWMC or any employee of the Medical School or UW-Madison), to have procured and to maintain in full force and effect throughout the term of This Agreement, with premiums fully paid, such policies of general liability, professional liability and other insurance as shall be necessary to insure said health care providers and their agents and employees against any claims for damages for personal injury or death occasioned directly or indirectly in connection with the performance of any services by said health care providers. Such policies which apply to physicians shall be in at least those coverage amounts specified in Section 655.23, Wis. Stats.

10.8 No Mutual Indemnification. The parties to This Agreement agree that each party hereto is and shall be solely responsible for any claim or damage resulting from its own negligence, acts or omissions. This Agreement shall not be construed to require either party hereto to indemnify the other party hereto from its negligence, acts or omissions.

11. INDEPENDENT RELATIONSHIP

None of the provisions of This Agreement are intended to create, nor shall be deemed or construed to create any relationship between UHC and Contractor other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of This Agreement. None of the parties hereto, including UHC, UWMC, Medical School, CMW, WDI and UWMF, or any of their respective officers, directors, agents or employees shall be construed to be the agent, employee or representative of any other, except that UHC is an agent providing managed care contract services for Medical School, UWMF, CMW, WDI and UWMC, for the purposes of This Agreement, and UWMF is an agent contracting on behalf of the faculty for the Medical School. This Agreement shall not be deemed to be a joint venture relationship. As independent parties, Contractor, UHC, Medical School, UWMF, CMW, WDI and UWMC each maintain separate and independent management. Each entity has full, complete, absolute and sole authority and responsibility regarding its own operations; and no entity shall have any direction or control over the manner in which any other performs its obligations.

12. CONFIDENTIALITY

Contractor and UHC agree that all medical records of Covered Persons are the property of UWHC or UWMF and shall be treated as confidential so as to comply with all state and federal laws and regulations and applicable policy and procedure regarding the confidentiality of patient records. UHC warrants that UWHC or the appropriate UW Practitioner shall disclose or shall arrange to be disclosed to Contractor or Payer the medical records of a Covered Person for Covered Services provided under This Agreement, upon the request of Contractor or Payer, and at Contractor's or Payer's expense, subject to Section 7 herein. Any such release must either meet state and federal laws and regulations regarding the release of patient records without patient authorization, or must be accompanied by the Covered Person's written consent for the release of such records to Contractor or Payer. All medical records of Covered Persons will be treated as confidential in the same manner as other patient records maintained by UWHC, CMW, WDI and UWMF. The parties' obligations with regard to confidentiality shall survive the termination of This Agreement.

13. LISTING OF HOSPITAL, CMW, WDI AND THE UW PRACTITIONERS

13.1 The parties contemplate that Contractor and Payers may wish to include information about the existence of This Agreement and the Covered Services provided hereunder, including a listing of UWHC's, CMW's, WDI's and UW Practitioners' names, addresses, telephone numbers and a description of their facilities and services, in the provider directory compiled by Contractor and/or any Payer. In the event that Contractor or Payer desires to update their provider directory, Contractor shall give and shall contractually require Payers to give UHC at least four (4) weeks to submit corrections and changes to the provider directory. Contractor agrees and will contractually require Payers to obtain UHC's prior written approval of any and all reference to UWHC, UWMF, UW Health, UHC, CMW, WDI and/or any of the UW Practitioners. No other reference to UWHC, UWMF, UW Health, CMW, WDI and/or any of the UW Practitioners shall be made in any marketing materials of Contractor or Payers. With respect to its marketing materials, Contractor warrants that it shall, and also contractually requires its Payers to:

13.1.1 At no cost to UHC, UWHC, UWMF, UW Health, CMW, WDI and/or any of the UW Practitioners, correct any errors or omissions in its marketing materials, which errors or omissions are not attributable to UHC, within thirty (30) days of receipt of notice from UHC of such error or omission. Contractor warrants it has, and shall require Payers to have established mechanisms for correcting erroneous marketing information in whatever format it has been disseminated. Contractor agrees and shall require all Payers to agree that failure to take the corrective actions required under this Section 13 shall constitute a material breach of This Agreement, subject to termination upon expiration of the thirty- (30-) day notice period.

13.1.2 Upon termination of This Agreement for any reason, at their respective sole cost and expense, take all actions necessary to remove UWHC and/or UW Practitioners from their provider directories, however and wherever occurring, and from all marketing materials, written, electronic and broadcast. Further, Contractor agrees and shall require all Payers to so remove all listings of UWHC, UWMF, UW Health, UHC, CMW, WDI and/or any of the UW Practitioners by the earlier of (i) the next scheduled update of the marketing information or (ii) three months following the date of termination of This Agreement. Contractor and all

Payers shall bear sole financial responsibility for any costs incurred by UWHC, UWMF, UW Health, UHC, CMW, WDI and/or any of the UW Practitioners arising from failure of Contractor or any Payer to adhere to the provisions of this Section 13.

14. TERM OF AGREEMENT

14.1 Initial Term. The initial term of This Agreement shall take effect January 1, 2006, and shall remain in effect through December 31, 2008. Thereafter, the term will be for one year, on a calendar-year basis, subject to annual renegotiation of the Compensation Schedule incorporated herein as Attachment B, in accordance with the provisions of Section 14.2, unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the end of the initial term or any renewal or extension thereof.

14.2 Renegotiation of Compensation Schedule (Attachment B). The parties shall begin to renegotiate the reimbursement under This Agreement at least one hundred twenty (120) days prior to the end of the term of This Agreement. If the Contractor does not respond to any UHC reimbursement proposal within thirty (30) days of the submission of the proposal by UHC and does not elect to terminate This Agreement, based on the termination provisions of Section 14.1 of This Agreement, UHC's reimbursement proposal will automatically take effect on January 1 of the next calendar year of This Agreement. If the parties are unable to reach agreement on reimbursement within thirty (30) days then the parties may mutually agree to extend the negotiation period in writing, specifying the terms and conditions of the renegotiation period, until such time agreement is reached or This Agreement is terminated.

15. TERMINATION PROVISIONS

15.1 Material Breach. This Agreement may be terminated if either party commits a breach of a material term of This Agreement. In the event of such breach, the non-breaching party shall give written notice to the breaching party specifying the breach and allowing the breaching party thirty (30) days to cure the breach, in accordance with the dispute resolution provisions of Section 19. In the event the breach is not so cured to the complete satisfaction of the non-breaching party within thirty (30) days of the notice, the non-breaching party may terminate This Agreement with written notice of termination which shall specify the date This Agreement shall be terminated.

15.2 Inpatient Admissions. Contractor warrants that in the event that a Covered Person is an inpatient at UWHC as of the date of termination of This Agreement (or the effective date of the termination of a particular Payer from participation under This Agreement), it shall contractually require Payers to honor their obligations to pay for Covered Services rendered during the period said Covered Person remains as an inpatient at UWHC, provided UWHC and the appropriate UW Practitioners continue to abide by the applicable terms of This Agreement relative to the provision of such Covered Services to said Covered Person. Covered Persons' obligations for payment shall continue in accordance with the provisions of Section 4.3 herein. Contractor warrants that for all care and treatment of Covered Persons following notice of termination of This Agreement by either party hereto, Contractor shall require all Payers to pay UWHC and/or UWMF in accordance with Section 5 herein and the then-in-effect compensation schedule under This Agreement.

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15.3 Insolvency. Notwithstanding any other provision of This Agreement, This Agreement will be terminated during its original term or during any annual renewal term immediately upon any of the following by Contractor: its insolvency or its filing a petition in the U.S. Bankruptcy Court which is not discharged within sixty (60) days; its assignment of assets for the benefit of creditors; or the Commissioner of Insurance of any state asserting jurisdiction over it and its assets by reason of insolvency (collectively, the "Instances of Insolvency"). Notwithstanding Section 15.1 or any other provision of This Agreement, UHC reserves the right to terminate the participation of any Payer under This Agreement immediately upon any Instance of Insolvency by Payer. In the event of a termination under this Section 15.3 UWHC may decline to admit Covered Persons to UWHC and UWHC and the appropriate UW Practitioners will be responsible only for providing Covered Services to Covered Persons then admitted to UWHC on an inpatient basis, and then only until such Covered Persons are discharged.

15.4 Notification. Contractor warrants that promptly upon termination of This Agreement for any reason, but in no event later than thirty (30) days after the effective date of termination, Contractor shall notify all Payers that This Agreement has been terminated, that UWHC and the UW Practitioners are no longer participating providers, and that the reimbursement rates set forth on Attachment B are no longer applicable as of the effective date of the termination, except as provided in Section 15.2 of This Agreement.

16. NONDISCRIMINATION

Contractor represents that it will not discriminate against its employees on any grounds which are prohibited by federal or state equal employment opportunity statutes, rules, or executive orders, including, but not limited to age, sex, race, religion, national origin, sexual orientation and disability. UHC warrants that neither UHC, UWMF, CMW, WDI or UWHC will discriminate against their respective employees on any grounds which are prohibited by federal or state equal employment opportunity statutes, rules, or executive orders, including, but not limited to age, sex, race, religion, national origin, sexual orientation and disability. In addition, UHC warrants that UWHC, CMW, WDI and the UW Practitioners will provide Covered Services under This Agreement to Covered Persons in the same manner and on the same basis as to other patients of UWHC, CMW, WDI and UW Practitioners.

17. REQUIRED HOSPITAL CERTIFICATION, PHYSICIAN CREDENTIALING, SCOPE OF AGREEMENTS TO PROVIDE NOTICE TO THIRD PARTY PAYERS CONCERNING ACTIONS INVOLVING PHYSICIANS

17.1 UHC warrants that UWHC is currently certified as a hospital provider under Title XVIII (Medicare) and Title XIX (Medicaid) of the Social Security Act and that it will maintain said certifications during the term of This Agreement.

17.2 UHC represents that UWHC and UW Practitioners will cooperate to the fullest extent possible with Contractor's credentialing program, including Contractor's review of physician credential files of UWHC and UWMF, subject to all UWHC, UWMF and Madison Hospitals United Credentialing Committee policies and procedures.

18. NOTICES

Any notice, demand or request or other instrument which may be or is required to be given under This Agreement shall be delivered in person, via messenger, or sent by United States Certified Mail, postage prepaid, return receipt requested or by recognized overnight courier and shall be addressed to:

to Contractor: Bruce Lefco
 President
 18650 W Corporate Drive, Suite 310
 Brookfield, WI 53008-0981

and to UHC: Jane Barnett
 President and Chief Executive Officer
 University Health Care, Inc.
 635 Science Drive, Suite 100
 Madison, WI 53711

with copies to: David J. Hanson, Esq.
 Michael Best & Friedrich
 P. O. Box 1806
 Madison, WI 53701-1806

 Shawn Frederickson
 Senior Contract Specialist
 University Health Care, Inc.
 635 Science Drive, Suite 100
 Madison, WI 53711

19. DISPUTES

In the event that any dispute shall arise with regard to the performance or interpretation of any of the terms of This Agreement, or if either party claims that the other party has breached This Agreement, both parties agree to resolve disputes in good faith by teleconference within thirty (30) days of the date such dispute was brought to the attention of one party by the other party. In the event that the parties are unable to resolve any such dispute in the aforesaid manner, either party may give the other party a thirty (30) day written notice of its intent to terminate This Agreement if the dispute is not resolved within aforementioned thirty (30) days.

20. MISCELLANEOUS PROVISIONS

20.1 Waivers. The waiver by either party of any breach of any provision of This Agreement or warranty or representation herein set forth shall be in writing and shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

20.2 Entire Agreement. This Agreement and its Attachments contain all the terms and conditions agreed upon by the parties hereto regarding the subject matter of This Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of This Agreement not expressly set forth in This Agreement are of no force or effect. The terms and conditions set forth in the Attachments hereto are incorporated herein by reference and made part of This Agreement.

20.3 Modifications. This Agreement constitutes the entire understanding between the parties hereto, and no changes, amendments, or alterations shall be effective unless agreed to in writing by both parties. Notice to or consent of Covered Persons shall not be required to effect any modifications to This Agreement.

20.4 Nonassignability. This Agreement shall not be assigned, sublet, or transferred by UHC or Contractor without the prior written consent of the other party, except that UHC's rights under This Agreement may be freely assigned at any time to UWHC, UWMF, CMW, WDI or Medical School without the prior consent of Contractor.

20.5 Invalidity or Unenforceability. The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

20.6 Enforcement. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. Any action seeking to enforce or interpret the provisions of This Agreement shall be venued in Dane County, Wisconsin.

20.7 Costs on Enforcement. In any action brought by either party to enforce or interpret the provisions of This Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of the action.

20.8 Authority. UHC warrants that it has full authority from UWHC, UWMF, CMW, WDI and the Medical School to enter into and negotiate the terms of This Agreement and to obligate by contract UWHC, UWMF, CMW, WDI and the UW Practitioners collectively for the delivery of health care services in accordance with This Agreement.

20.9 Nonexclusivity. The parties enter into This Agreement on a non-exclusive basis.

20.10 Confidentiality. The parties agree to treat the financial terms of This Agreement, including all pricing contained in the Compensation Schedule attached hereto, as confidential, proprietary information. Any disclosure by Contractor or Payer, their respective employees, physicians, subcontractors or agents of any such financial terms, without the prior written permission of UHC, shall be deemed to be a material breach of This Agreement. This provision is not intended to prevent Contractor from disclosing such confidential information as negotiated between the parties and incorporated in This Agreement as may be required by Contractor's clients or to operationalize the terms of this Agreement, provided that Contractor's client or the entity who must have access to such information to operationalize the terms of This Agreement has signed an enforceable confidentiality pledge. Maintenance of confidential, proprietary information (which is identified in writing as confidential and proprietary at the time of provision) by UHC, UWMF, CMW, WDI and UWHC is a precondition of Contractor's agreeing to This Agreement and disclosure

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by UHC, UWMF, CMW, WDI or UWHC of such information without Contractor's prior written permission shall be deemed a material breach of This Agreement. The Contractor, UHC, Medical School, UWMF and UWHC each hereby give written permission to each other to permit inspection of This Agreement (but not copying) by persons who must inspect it for purposes of the discloser's licensure or accreditation or due diligence related to borrowing, provided that the inspectors agree not to redisclose the terms of This Agreement. Notwithstanding the foregoing, nothing contained in This Agreement shall be construed as requiring either party to disclose or accept any information.

Notwithstanding the above, copies of materials in the hands of employees of the Medical School, UWMF, UWHC, CMW, WDI or UHC may be subject to the Wisconsin Public Records Law. In the event that a request for materials containing the financial terms of This Agreement is made pursuant to the Public Records Law, UHC agrees to provide notice to Contractor and request that Contractor identify those materials or parts of materials which are exceptions to the usual rule of disclosure of records and should be kept confidential. If a difference of opinion over whether an exception to inspection and disclosure of such material exists between the parties, Contractor will have the option to litigate the issue.

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IN WITNESS WHEREOF, the undersigned have executed This Agreement as of the date and year first above written.

[NO SEAL]

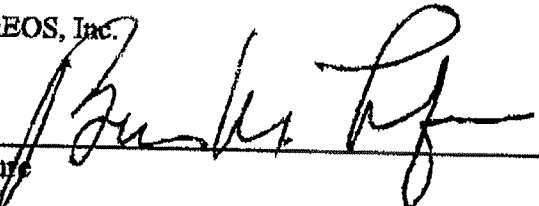
UNIVERSITY HEALTH CARE, INC.


Signature

President - CEO
Title

12/19/05
Date

HealthEOS, Inc.


Signature

President & CEO
Title

12/16/05
Date

This document is the property of University Health Care, Inc. ("UHC") and may not be reproduced without the express written permission of UHC.

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ATTACHMENTS

- A. Facsimiles of ID card for entities authorized to access This Agreement
- B. Compensation Schedule
- C. Listing of Payers authorized to access This Agreement
- D. UWHC Procedure: Reviews and Requests for Information
- E. Utilization Review Services
- F. UW Health PPO Participation Criteria

ATTACHMENT B

COMPENSATION SCHEDULE

The following charges are not subject to the rates set forth herein:

1. Charges for services which are not fully Covered Services, or which are non-covered services.
2. Except in Emergencies, charges for Covered Services rendered to Covered Persons who fail to present the proper identification card prior to the rendering of such services.
3. Charges for Covered Services which have not been paid timely, as outlined in Section 5 of This Agreement.
4. Charges for copies of medical records requested for any purpose other than what is required to adjudicate a specific claim i.e., a Clean Claim. Charges for copies of medical records will be billed directly by UWHC and/or UWMF, or the respective duplicating vendor of each. Prices are subject to change annually.
5. UWHC charges for UW Med Flight. Rates for UW Med Flight generally change once a year, effective July 1. Med Flight is billed as an outpatient service with a revenue code of 545.
6. Charges for referred/purchased laboratory services such as referred to and/or purchased from the (Wisconsin) State Lab of Hygiene, commercial reference labs, and the Waisman Center on Human Development and Mental Retardation. Purchased/referred lab services will be identified on the bills with a "90" modifier.
7. Infertility Lab Services (UWMF only): Sperm washing, semen analysis, sperm antibody, penetration, cryopreservation and semen supply codes 89259-89320, 89399 & 99070.
8. Unrelated Bone Marrow Donor Charges will be identified on the bills with a revenue code of 819.
9. Charges for outpatient prescriptions (including discharge prescriptions).
10. Outpatient charges for blood clotting factor products billed with HCPCS codes J7190, J7191, J7192, J7193, J7194, J7195, J7198, Q0187 and Q2022. This exclusion shall be adjusted to include any changes in coding as required.
11. Charges for hearing aids, eyewear/contact lenses.
12. Charges not billed by UWHC and UWMF, billing under Tax Identification Numbers (TIN), 39-1805963 (UW Systems) and 39-1824445 (University of Wisconsin Medical Foundation), 39-1835630 (University of Wisconsin Hospital) and charges not billed by CMW using TIN 39-1796267 and WDI using TIN 30-0072647.

ATTACHMENT B

COMPENSATION SCHEDULE

A. HealthEOS Compensation Schedule1. UWHC Reimbursement

Reimbursement to UWHC billing under Tax Identification Numbers (TIN), 39-1835630 (UWHC) shall be based on the discounts herein.

a. Inpatient UWHC Reimbursement

UWHC shall discount inpatient charges, excluding charges for services listed under the exclusions on page 1 of the Compensation Schedule, by eighteen percent (18%). Hospital will bill Payer at one hundred percent (100%) of billed charges and the Payer shall remit payment to UWHC at eighty-two percent (82%) of billed charges.

b. Outpatient UWHC Reimbursement

UWHC shall discount outpatient charges, excluding charges for services listed under the exclusions on page 1 of the Compensation Schedule, by eighteen percent (18%). UWHC will bill Payer at one hundred percent (100%) of billed charges and the Payer shall remit payment to UWHC at eighty-two percent (82%) of billed charges.

c. Adjusted UWHC Reimbursement Rate through CY 2008.

The foregoing reimbursement rate(s) shall remain unchanged unless Provider increases its prices during any calendar year by an amount exceeding 7.5%. In the event of such a price increase, the reimbursement rate shall be adjusted to offset the charge increase in excess of 7.5% for the remainder of the year ("Adjusted Reimbursement Rate"). The entire charge increase is not negated, but rather, just the amount over 7.5%. The reimbursement rate effective January 1 of year two of the agreement shall be 1% less than the reimbursement rate effective at the end of the year one. This year two reimbursement rate shall also be adjusted by Provider price increases exceeding 7.5% during that calendar year. The reimbursement rate effective January 1, of year three of the agreement shall be 1% less than the reimbursement rate effective at the end of the year two. This year three reimbursement rate shall also be adjusted by Provider price increases exceeding 7.5% during that calendar year. Provider agrees to communicate the extent of price increases at least thirty (30) days in advance of the effective date.

An example of the Adjusted Reimbursement Rate follows. This example assumes a reimbursement rate of 82% and a charge increase of 9%. The Adjusted Reimbursement Rate would be 82%, as determined using the following formula:

$1.075 / 1 + \% \text{ increase} = \text{factor}$
 $\text{Factor} \times \text{previously agreed to rate} = \text{new rate}$
 $1.075 / 1.09 = .9862$
 $.82 \times .9862 = .8087 = \text{new rate}$
 $\text{rounded} = .81$

ATTACHMENT B

COMPENSATION SCHEDULE

2. Physician (UWMF) Reimbursement

a. UWMF shall bill Payer at one hundred percent (100%) of charges, and Payers shall reimburse UWMF based on the appropriate St. Anthony's Relative Values for Physicians (RVP's) and the conversion factors listed below. Services on the exclusions list on page one of Exhibit B - Compensation Schedule, and the exceptions in B. below are excluded from the reimbursement based on the St. Anthony's RVP's.

The reimbursement rates shall be based on the conversion factors listed below multiplied by the unit value provided by St. Anthony Relative Values for Physicians. St. Anthony Relative Value System for Physicians updates will be implemented annually. The interim values for codes will be used until such time as permanent codes and reimbursement levels will be followed, noting the exceptions under b. below.

b. Conversion Factors:

Payers shall reimburse UWMF the lesser of the contract rates or 100% of billed charges, but in no event, shall Payers reimburse UWMF less than seventy percent (70%) of charges.

Surgery	\$196.16
Radiology	\$38.72
Pathology	\$32.12
Medicine	\$14.45
E & M	\$10.41
Anesthesia	91% of billed charges
HCPCS and Category III codes:	91% of billed charges

Exceptions:

1. In the event a CPT code is either billed "by report" (BR) or "relativity not established" (RNE) or has zero (0) unit values, the services shall be reimbursed at ninety-one percent (91%) of the charge submitted.
2. Charges for the transplant related CPT codes in 33975, 33976, 33977, 333978, 33979, 33980 for implantation and removal of Ventricular Assist Devices, not resulting in transplantation, shall be reimbursed at ninety-one percent (91%) of billed charges.
3. Charges for CPT codes 33508, 33510-33572, 51600-51720, 93600-93662, 90801-90911, 93501-93571 shall be reimbursed at ninety-one percent (91%) of billed charges.
4. Codes billed with the following modifiers shall be reimbursed per the attached Exhibit 1.

ATTACHMENT B

COMPENSATION SCHEDULE

c. The UWMF rates listed herein, Attachment B, Compensation Schedule, effective January 1, 2006 - December 31, 2006 shall be subject to an increase of four and a half percent (4.5%) effective January 1, 2007 - December 31, 2007. Further, the rates effective January 1, 2007 - December 31, 2007 shall be subject to an increase of four and half percent (4.5%) effective January 1, 2008 - December 31, 2008. Thereafter, the UWMF rates for the year 2008 shall expire on the thirty-first day of December 2008 and renegotiation shall occur subject to Section 14.2 of the Agreement.

3. UWHC and UWMF -Aetna, MultiPlan and UP & UP Reimbursement

a. UWHC Reimbursement

UWHC will bill Aetna, MultiPlan and UP & UP at one hundred percent (100%) of charges and Aetna, MultiPlan and UP & UP shall remit payment to UWHC at ninety-five percent (95%) of charges.

b. UWMF Reimbursement

UWMF will bill Aetna, MultiPlan and UP & UP at one hundred percent (100%) of charges and Aetna, MultiPlan and UP & UP shall remit payment to UWMF at ninety-five percent (95%) of charges.

c. No other discount than herein, shall be applied to Aetna, MultiPlan and UP & Up logo'd id cards.

4. UW- Health (UWHC and UWMF) Transplant Reimbursement

a. UWHC shall discount transplant services charges, excluding charges for services listed under the exclusions on page 1 of the Compensation Schedule, by twenty percent (20%). UWHC will bill Payer at one hundred percent (100%) of charges and the Payer shall remit payment to UWHC at eighty percent (80%) of charges.

b. UWMF shall discount transplant services charges, excluding charges for services listed under the exclusions on page 1 of Compensation Schedule, by twenty percent (20%). UWMF will bill Payer at one hundred percent (100%) of charges and the Payer shall remit payment to UWMF at eighty percent (80%) of billed charges.

5. UW Health - (UWHC and UWMF) 15 Timely Transplant Reimbursement

a. In the event UWHC receives payment within fifteen days of UWHC's filing of a Clean Claim, UWHC shall discount transplant services charges, excluding charges for services listed under the exclusions on page 1 of the Compensation Schedule by twenty-seven percent (27%). UWHC will bill Payer at one hundred percent (100%)

ATTACHMENT B

COMPENSATION SCHEDULE

of charges and the Payer shall remit payment to UWHC at seventy-three percent (73%) of billed charges.

b. In the event UWMF receives payment within fifteen days of UWMF's filing of a Clean Claim, UWMF shall discount transplant services charges, excluding charges for services listed under the exclusions on page 1 of Attachment B, by twenty-seven percent (27%). UWMF will bill Payer at one hundred percent (100%) of charges and the Payer shall remit payment to UWMF at seventy-three percent (73%) of billed charges.

6. Workers Compensation Reimbursement

Workers' Compensation Reimbursement for UWHC and UWMF, billing under Tax Identification Numbers (TIN), 39-1805963(UW Systems) and 39-1824445 (University of Wisconsin Medical Foundation), 39-1835630 (University of Wisconsin Hospital) shall be based on Hospital / Physician's billed charges, less 10%.

7. Wisconsin Dialysis, Inc. (WDI) Reimbursement

a. HealthEOS Excluding Aetna, MultiPlan and UP & UP.

Reimbursement for Wisconsin Dialysis, Inc, billing under Tax Identification Number 30-0072647 shall be based on the provider's billed charges, less 20%.

b. Aetna, MultiPlan and UP & UP Reimbursement.

Reimbursement for Wisconsin Dialysis, Inc., billing under Tax Identification Number 30-0072647 shall be based on the provider's billed charges, less 5%.

8. Chartwell Midwest Wisconsin(CMW) Reimbursement

a. HealthEOS Excluding Aetna, MultiPlan and UP & UP

CMW shall discount charges by fifty-five percent (55%). CMW will bill Payer at one hundred percent (100%) of charges and the Payer shall remit payment to CMW at forty-five percent (45%) of billed charges, see attachment, Appendix 1.

b. Aetna, MultiPlan and UP & UP Reimbursement

CMW shall discount charges by twenty percent (20%). CMW will bill Payer at one hundred percent (100%) of charges and the Payer shall remit payment to CMW at eighty percent (80%) of charges, see attachment, Appendix 2.

ATTACHMENT B

COMPENSATION SCHEDULE

9. MultiPlan's COE Reimbursement**Exclusions**

The following charges are not subject to the rates set forth herein:

1. Charges for services which are non-covered services.
2. Except in Emergencies, charges for Covered Services rendered to Covered Persons for whom the UWHC transplant financial counselor has not been given prior notification.
3. Charges for Covered Services which have not been paid timely, as outlined in This Agreement.
4. Charges for copies of medical records requested for any purpose other than what is required to adjudicate a specific claim, i.e. a clean claim. Charges for copies of medical records will be billed directly by UWHC's or UWMF's duplicating vendor. Prices are subject to change annually.
5. Charges for UW Med Flight. Rates for UW Med Flight change generally once a year, effective July 1. UW Med Flight is billed as an outpatient service with a revenue code of 545.
6. Charges for referred/purchased laboratory services such as referred to and/or purchased from the (Wisconsin) State Lab of Hygiene, commercial reference labs, and the Waisman Center on Human Development and Mental Retardation. Referred/purchased lab services will be identified on the bills with a "90" modifier.
7. Unrelated Bone Marrow Donor Charges will be identified on the bills with a revenue code of 819.
8. Charges for outpatient prescriptions (including discharge prescriptions)
9. Charges for hearing aids, eye wear/contact lenses.

ATTACHMENT B
COMPENSATION SCHEDULE

The higher per diem listed is for intensive care.

The transplant package rates, including per diems, are for hospital and professional services.

The transplant package rates, including per diems, are shown separately for UWHC/hospital and UWMF/professional services. The combined package rate shown is the sum of the UWHC/hospital and UWMF/professional packages. The transplant packages do not include hospital or professional charges for services incurred prior to the transplant admission or subsequent to discharge from the transplant admission.

Retransplants within a single episode of hospitalization will require additional payment as indicated on attached.

All services must be provided at UWHC.

In order to access transplant package rates, MultiPlan COE, as appropriate, must provide full coverage for re-transplants, and for charges from the National Marrow Donor Registry (for search, identification and acquisition charges for unrelated bone marrow donors).

Rates are subject to change. However, rates shall change no more often than once in any calendar year. Package rates will apply for the term of the Agreement.

In all transplant cases, MultiPlan COE, shall pay to UWHC the lesser of the UWHC package rate including any outlier per diems, if applicable, or ninety five percent (95%) of actually-billed charges, never to exceed a maximum discount of thirty-five percent (35%) of actually-billed charges and shall pay to UWMF the lesser of the UWMF package rate including any outlier per diems, if applicable, or ninety-five percent (95%) of actually-billed charges, never to exceed a maximum discount of thirty-five percent (35%) of actually-billed charges. The rates will not be eligible for additional discounts.

Note that UWHC and UWMF bill separately.

ATTACHMENT B
COMPENSATION SCHEDULE

Kidney Transplants

Hospital Stay Inclusive of Acquisition Charges

Combined Package

Date of Admission through the Twenty-Fourth Day - \$100,095

Per Diem after the Twenty-Fourth Day - \$2,675/\$3,820

Retransplant - \$44,444

Hospital Package

Date of Admission through the Twenty-Fourth Day - \$80,325

Per Diem after the Twenty-fourth Day- \$2,150/\$3,295

Re-transplant - \$30,605

Physician Package

Date of Admission through the Twenty-Fourth
Day - \$19,770

Per Diem after the Twenty-Fourth Day - \$525/\$525

Re-transplant - \$13,839

Pancreas/Kidney Transplants

Hospital Stay Inclusive of Acquisition Charges

Combined Package

Date of Admission through the Twenty-Fifth Day - \$143,250

Per Diem after the Twenty-Fifth Day - \$2,675/\$3,820

Re-transplant - \$65,995

Hospital Package

Date of Admission through the Twenty-Fifth Day - \$115,500

Per Diem after the Twenty-Fifth Day - \$2,150/\$3,295

Re-transplant - \$46,570

Physician Package

Date of Admission through the Twenty-Fifth Day - \$27,750

Per Diem after the Twenty-Fifth Day - \$525/\$525

Re-transplant - \$19,425

ATTACHMENT B
COMPENSATION SCHEDULE

Pancreas Transplants

Hospital Stay Inclusive of Acquisition Charges

Combined Package

Per Diem prior to Day of Transplant - \$2,675/\$3,820

Date of Transplant through the Twenty-Fourth Day - \$94,525

Per Diem after the Twenty-Fourth Day - \$2,675/\$3,820

Re-transplant - \$39,693

Hospital Package

Per Diem prior to Day of Transplant - \$2,150/\$3,295

Date of Transplant through the Twenty-Fourth Day - \$77,175

Per Diem after the Twenty-Fourth Day - \$2,150/\$3,295

Re-transplant - \$27,548

Physician Package

Per Diem prior to Day of Transplant - \$525/\$525

Date of Transplant through the Twenty-Fourth Day - \$17,350

Per Diem after the Twenty-Fourth Day - \$525/\$525

Re-transplant - \$12,145

Liver Transplants

Hospital Stay Inclusive of Acquisition Charges

Combined Package

Date of Admission through the Thirty-Third Day - \$176,770

Per Diem after the Thirty-Third Day - \$2,675/\$3,820

Re-transplant - \$106,951

Hospital Package

Date of Admission through the Thirty-Third Day - \$110,250

Per Diem after the Thirty-Third Day - \$2,150/\$3,295

Re-transplant - \$60,387

Physician Package

Date of Admission through the Thirty-Third Day - \$66,520

Per Diem after the Thirty-Third Day - \$525/\$525

Re-transplant - \$46,564

ATTACHMENT B
COMPENSATION SCHEDULE

Living Donor Liver Transplants

Hospital Stay Inclusive of Acquisition Charges

Combined Package

Date of Admission through the Thirty-Third Day - \$201,995

Per Diem after the Thirty-Third Day - \$2,675/\$3,820

Re-transplant - \$126,152

Hospital Package

Date of Admission through the Thirty-Third Day - \$115,500

Per Diem after the Thirty-Third Day - \$2,150/\$3,295

Re-transplant - \$65,605

Physician Package

Date of Admission through the Thirty-Third Day - \$86,495

Per Diem after the Thirty-Third Day - \$525/\$525

Re-transplant - \$60,547

Heart Transplants

Hospital Stay Inclusive of Acquisition Charges

Combined Package

Per Diem prior to Day of Transplant - \$2,675/\$3,820

Date of Transplant through the Twenty-Seventh Day - \$193,995

Per Diem after the Twenty-Seventh Day - \$2,675/\$3,820

Re-transplant - \$81,869

Hospital Package

Per Diem prior to Day of Transplant - \$2,150/\$3,295

Date of Transplant through the Twenty-Seventh Day - \$143,745

Per Diem after the Twenty-Seventh Day - \$2,150/\$3,295

Re-transplant - \$46,694

Physician Package

Per Diem prior to Day of Transplant - \$525/\$525

Date of Transplant through the Twenty-Seventh Day - \$50,250

Per Diem after the Twenty-Seventh Day - \$525/\$525

Re-transplant - \$35,175

Heart Transplant with Ventricular Assist Device (VAD)

Discount of 20% off Billed Charges for the Transplant Admission

*Ventricular Assist Device (VAD) implantation not resulting in transplantation during same admission is payable at a discount of twenty percent (20%) off Billed Charges.

ATTACHMENT B

COMPENSATION SCHEDULE

Heart/Lung Transplants

Hospital Stay Inclusive of Acquisition Charges

Combined Package

Per Diem prior to Day of Transplant - \$2,675/\$3,820

Date of Transplant through the Thirty-Second Day - \$220,625

Per Diem after the Thirty-Second Day - \$2,675/\$3,820

Re-transplant - \$110,806

Hospital Package

Per Diem prior to Day of Transplant - \$2,150/\$3,295

Date of Transplant through the Thirty-Second Day - \$147,420

Per Diem after the Thirty-Second Day - \$2,150/\$3,295

Re-transplant - \$59,563

Physician Package

Per Diem prior to Day of Transplant - \$525/\$525

Date of Transplant through the Thirty-Second Day - \$73,205

Per Diem after the Thirty-Second Day - \$525/\$525

Re-transplant - \$51,244

Single Lung Transplants

Hospital Stay Inclusive of Acquisition Charges

Combined Package

Date of Admission through the Thirty-Second Day - \$165,450

Per Diem after the Thirty-Second Day - \$2,675/\$3,820

Re-transplant - \$79,642

Hospital Package

Date of Admission through the Thirty-Second Day - \$131,250

Per Diem after the Thirty-Second Day - \$2,150/\$3,295

Re-transplant - \$55,702

Physician Package

Date of Admission through the Thirty-Second Day - \$34,200

Per Diem after the Thirty-Second Day - \$525/\$525

Re-transplant - \$23,940

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COMPENSATION SCHEDULE

Bilateral Lung Transplants

Hospital Stay Inclusive of Acquisition Charges

Combined Package

Per Diem prior to Day of Transplant - \$2,675/\$3,820

Date of Transplant through the Thirty-Second Day - \$228,108

Per Diem after the Thirty-Second Day - \$2,675/\$3,820

Re-transplant - \$100,885

Hospital Package

Per Diem prior to Day of Transplant - \$2,150/\$3,295

Date of Transplant through the Thirty-Second Day - \$172,463

Per Diem after the Thirty-Second Day - \$2,150/\$3,295

Re-transplant - \$61,934

Physician Package

Per Diem prior to Day of Transplant - \$525/\$525

Date of Transplant through the Thirty-Second Day - \$55,645

Per Diem after the Thirty-Second Day - \$525/\$525

Re-transplant - \$38,952

Allogeneic Bone Marrow Transplants

Hospital Stay Exclusive of Search, Identification and Acquisition Charges for Unrelated Donors

Combined Package

Per Diem prior to Day of Transplant - \$2,675/\$3,820

Date of Transplant through the Forty-Second Day - \$154,830

Per Diem after the Forty-Second Day - \$2,675/\$3,820

Hospital Package

Per Diem prior to Day of Transplant - \$2,150/\$3,295

Date of Transplant through the Forty-Second Day - \$136,500

Per Diem after the Forty-Second Day - \$2,150/\$3,295

Physician Package

Per Diem prior to Day of Transplant - \$525/\$525

Date of Transplant through the Forty-Second Day - \$18,330

Per Diem after the Forty-Second Day - \$525/\$525

ATTACHMENT B

COMPENSATION SCHEDULE

Autologous Peripheral Blood Stem Cell Transplants

Hospital Stay Exclusive of Acquisition Charges

Combined Package

Per Diem prior to Day of Transplant - \$2,675/\$3,820

Date of Transplant through the Twenty-Fifth Day - \$71,475

Per Diem after the Twenty-Fifth Day - \$2,675/\$3,820

Hospital Package

Per Diem prior to Day of Transplant - \$2,150/\$3,295

Date of Transplant through the Twenty-Fifth Day - \$63,000

Per Diem after the Twenty-Fifth Day - \$2,150/\$3,295

Physician Package

Per Diem prior to Day of Transplant - \$525/\$525

Date of Transplant through the Twenty-Fifth Day - \$8,475

Per Diem after the Twenty-Fifth Day - \$525/\$525

Autologous Bone Marrow Transplants

Hospital Stay Exclusive of Acquisition Charges

Combined Package

Per Diem prior to Day of Transplant - \$2,675/\$3,820

Date of Transplant through the Twenty-Fifth Day - \$108,375

Per Diem after the Twenty-Fifth Day - \$2,675/\$3,820

Hospital Package

Per Diem prior to Day of Transplant - \$2,150/\$3,295

Date of Transplant through the Twenty-Fifth Day - \$99,750

Per Diem after the Twenty-Fifth Day - \$2,150/\$3,295

Physician Package

Per Diem prior to Day of Transplant - \$525/\$525

Date of Transplant through the Twenty-Fifth Day - \$8,625

Per Diem after the Twenty-Fifth Day - \$525/\$525

Non-myceloblastic (Mini) Bone Marrow Transplant**Combined Package**

Date of Admission through the Fifth Day - \$30,700

Per Diem after Day Five of Admission - \$2,675/\$3,820

Hospital Package

Date of Admission through the Fifth Day - \$25,200

Per Diem after the Fifth Day - \$2,150/\$3,295

Physician Package

Date of Admission through the Fifth Day - \$5,500

Per Diem after the Fifth Day - \$525/\$525

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ATTACHMENT B

COMPENSATION SCHEDULE

Autologous Bone Marrow Harvest Stays

Combined Package

Per Diem after Day One of Admission - \$2,675/\$3,820

Date of Harvest Procedure includes one day length of stay - \$12,139

Hospital Package

Date of Harvest Procedure - \$9,739

Per Diem after the First Day - \$2,150/\$3,295

Physician Package

Date of Harvest Procedure - \$2,400

Per Diem after the First Day- \$525/\$525

Outpatient Bone Marrow Transplant

Discount of 20% off Billed Charges

Autologous Peripheral Blood Stem Cell Collection

Discount of 10% off Billed Charges

ATTACHMENT D

POLICIES AND INFORMATION: Utilization Review, Attendance at Patient/Family Conferences, Pre-admission Reviews, Concurrent Review, Onsite Reviews

These policies and procedures were developed to establish guidelines for effective and efficient communication with payers, case management/utilization review companies, and other external entities, and to ensure patient confidentiality.

Attendance at Patient/Family Conferences

- 1) External review organizations/entities must obtain prior authorization to participate in any patient/family conference at UWHC by submitting a *written request* to the attention of the Department of Coordinated Care and Case Management Director. The Coordinated Care and Case Management Director will forward the request to the appropriate case manager or designee.
- 2) Representatives must check in with the case manager or designee before entering the conference. Entry to the conference will not be permitted unless the representative has obtained a valid authorization from the Director of Coordinated Care and Case Management Department.
- 3) A representative's attendance will be permitted only at such conferences relating to the patient(s) for which s/he has valid authorization.
- 4) Questions about and exceptions to this policy/procedure should be directed to the Director of the Coordinated Care and Case Management.

Preadmission Review

- 1) Preadmission planning information provided by the UWHC attending physician for a scheduled admission is relayed by UWHC Admissions staff to insurance companies, specialty networks, case managers, utilization review organizations, third party administrators, HMOs, and PPOs if they require preadmission certification.
- 2) Requests for additional information for scheduled admissions will be directed by Admissions to the UWHC attending physician.

POLICIES AND INFORMATION, Continued

Concurrent Review for Length of Stay

(Performed by UWHC Coordinated Care and Case Management Department)

The process will be initiated by UWHC based upon a payer's request at the time of insurance verification.

- 1) The Admissions insurance verifier will ask if concurrent review is required. If the response is yes, the verifier electronically generates a worksheet which is sent to the Coordinated Care and Case Management Department, which will then provide periodic updates.
- 2) All calls concerning concurrent review should be directed to the UWHC Coordinated Care and Case Management Department, attention Utilization Review at 608-262-6086.

Onsite Reviews

- 1) All representatives who wish to perform onsite reviews must check in with the Coordinated Care and Case Management Department in room E5/620 each time they come to UWHC to review charts (unless alternative arrangements are specified contractually):
 - a) Representatives must present some form of identification from the organization they represent. The identification must indicate that the individual is authorized by the organization to perform onsite reviews on behalf of the organization.
 - b) Upon signing in, reviewers will be given a dated identification badge which must be worn at all times while at UWHC.
 - c) Reviewers will also be given an authorization card, which provides authorization to perform onsite review for each case they review. This authorization card will be valid only until the patient is discharged from the current admission.
 - d) Reviews may be conducted between 8:00 A.M. and 4:30 P.M., Monday through Friday. Exceptions to these hours must be requested through the Director of Coordinated Care and Case Management.

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POLICIES AND INFORMATION, Continued

- 2) Upon arrival on the Patient Care unit, the reviewer must present his/her authorization card(s) to the Health Unit Coordinator. No reviewer will be permitted access to any chart for which s/he does not have an authorization card.
 - a) Records may not be removed from the Patient Care unit at any time.
 - b) Physicians, nurses and other hospital staff shall have priority access to medical records at all times.
 - c) Reviewers may not make or obtain copies of the medical record until it is completed.
- 3) Upon completing his/her reviews, the reviewer must return his/her identification badge to the Coordinated Care and Case Management Department and sign out.
- 4) Reviewers agree to phone the UWHC Coordinated Care and Case Management Department with their findings within 48 hours of their review. UWHC Coordinated Care and Case Management staff will inform appropriate physicians and other patient care team members.

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ATTACHMENT E

UTILIZATION REVIEW SERVICES

UW Hospital and Clinics (UWHC) provides concurrent utilization review for certification of benefits and internal identification of improvement potential. The Coordinated Care and Case Management staff act as conduits to relay clinical information for assessment of appropriateness for insurers or their agents. The UWHC Coordinated Care and Case Management Department seeks to make the most efficient use of its own resources and those of payer utilization review staff by offering "utilization review protocols" for a variety of contractual arrangements such as transplants. These reviews are typically conducted on the first post-operative day, upon discharge from intensive care (if required), and 1-2 days preceding discharge. In the event that a patient exceeds the usual customary length of stay, a review may be requested more often.

Both internal and external utilization review resources are also maximized when the external review agency employs staff with knowledge of medical terminology and clinical care process. UWHC reviews are completed by staff under the leadership of case managers who are advanced practice nurses or social workers.

To ensure that concurrent review is performed in a timely manner it is essential that it is requested at the time of insurance verification (at admission). Through this mechanism, UWHC case management staff are automatically notified of such requests and will conduct an assessment of the treatment plan within 24 hours of insurance verification, excluding weekends and holidays.

The Coordinated Care and Case Management Department requests that Insurers call the Coordinated Care and Case Management Department at (608) 262-6086 *before* calling the attending physician. In the event the Case Management staff lacks sufficient information for the certification you will be referred to the appropriate attending physician. For subsequent reviews, the Coordinated Care and Case Management staff will call you or your organization on the day that the previously certified days are scheduled to expire. Internal systems ensure that this is done automatically, so there is no need for you to request subsequent review(s).

The Coordinated Care and Case Management Department generally requires standardized, commercially-available review criteria. However, alternative review criteria can be considered for use if provided in advance.

Most concurrent reviews are conducted by telephone or fax transmission. Telephone reviews are typically left on voice answering machines of external review companies. Verification of certified days is required by UWHC and may be left on the voice mail of (608) 262-6086.

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ATTACHMENT F

UW HEALTH PPO PARTICIPATION CRITERIA

1. Group offers only one PPO product in the region.
2. All groups representing PPO participants must be registered with the PPO prior to accessing the PPO. The PPO must give providers a list of all such groups prior to advertising the providers to the PPO participants. The PPO must update such listings at least monthly.
3. An ID card bearing the following information must have been distributed to all employees with access to the PPO provider network:
 - ☐ PPO name and logo
 - ☐ Instructions for verifying eligibility, including employer, electronically
 - ☐ Instructions for verifying benefits
 - ☐ Instructions for filing claims electronically
4. Informational material(s) developed/approved by the PPO must have been distributed to the employees before they access PPO providers. Such materials must include a provider listing which includes information about UW Health, the content of which has been pre-approved by University Health Care, Inc.
5. The employer or other plan sponsor must offer an enhanced benefit plan to PPO participants. Proof of the availability of such an enhanced benefit plan shall be given to providers upon request. Non-PPO participants shall not have access to the PPO providers under the PPO arrangement. Failure to comply with this provision shall result in immediate termination of This Agreement.
6. All mandated transactions shall be electronic and HIPAA-compliant.
7. All remittances must be HIPAA-compliant and contain, at a minimum:
 - ☐ the name of the PPO, and;
 - ☐ the patient's UWHC or UW Practitioner account number, as the case may be.
8. PPO shall assist UWHC or UWMF, as the case may be, in resolving claims-related problems resulting from non-compliance with This Agreement.

Exhibit 11

Logo Sheet



Aetna members whose identification cards bear either an AHC logo or HealthEOS logo and who reside in one of the counties listed below, shall have access to the provider under this Agreement:

Adams, Ashland, Bayfield, Brown, Calumet, Clark, Columbia, Crawford, Dana, Dodge, Door, Florence, Fond du Lac, Forest, Grant, Green, Green Lake, Iowa, Iron, Jackson, Juneau, Kewaunee, La Crosse, Lafayette, Langlade, Lincoln, Manitowac, Marathon, Marinette, Marquette, Menominee, Monroe, Oconto, Oneida, Outagamie, Portage, Price, Richland, Rock, Sauk, Shawano, Taylor, Vernon, Vilas, Waupaca, Waushara, Winnebago, Wood

MultiPlan Clients May Use the Following Logos on Participants' ID Cards

MultiPlan, Inc.



BCE Emergis Corporation



United Payors & United Providers



Pro America Managed Care



Health Network, Inc.



Admar Corporation



ForMost, Inc.



Benefit Panel Services, Inc.



HealthEOS Modifier Reimbursement

Handout from
MK 9/28/05

21	Prolonged Evaluation and Management Services	130% of Fee Schedule
22	Unusual Procedural Services	120% of Fee Schedule
23	Unusual Anesthesia	120% of Fee Schedule
24	Unrelated Evaluation and Management Service by the same Physician During a Postoperative Period	100% of Fee Schedule
25	Significant, Separately Identifiable Evaluation and Management Service by the Same Physician on the Same Day of the Procedure or Other Service	100% of Fee Schedule
26	Professional Component	Fee Schedule
47	Anesthesia by Surgeon	120% of Fee Schedule
50	Bilateral Procedure	150% of Fee Schedule
51	Multiple Procedures	<ul style="list-style-type: none"> 100% of Fee Schedule for Exempt CPT Codes 100% of Fee Schedule for the Primary Procedure for all -51 Non-exempt CPT Codes. 50% of Fee Schedule for the Secondary Procedure for all -51 Non-exempt CPT Codes 25% of Fee Schedule for the Subsequent Procedures for all -51 Non-exempt CPT Codes
52	Reduced Services	80% of Fee Schedule
54	Surgical Care Only	70% of Fee Schedule
55	Postoperative Management Only	30% of Fee Schedule
56	Preoperative Management Only	20% of Fee Schedule
59	Distinct Procedural Service	100% of Fee Schedule
82	Two Surgeons	62.5% of Fee Schedule (125% cut in half)
86	Surgical Team	62.5% of Fee Schedule (125% cut in half)
76	Repeat Procedure by Same Physician	100% of Fee Schedule
77	Repeat Procedure by Another Physician	100% of Fee Schedule
78	Return to the OR for Related Procedure during the Post-op Period	100% of Fee Schedule
80	Assistant Surgeon	20% of Fee Schedule for Assistant Surgeon
81/AS	Minimum Assistant Surgeon	20% of Fee Schedule
82	Assistant Surgeon (when qualified resident surgeon not available)	20% of Fee Schedule
80	Reference (Outside) Laboratory	100% of Fee Schedule
TC/27	Technical Component	Fee Schedule
Anesthesia Modifiers		
P1	Anesthesia Modifier - A normal healthy patient	0 Units
P2	Anesthesia Modifier - A patient with mild systemic disease	0 Units
P3	Anesthesia Modifier - A patient with severe systemic disease	1 Unit
P4	Anesthesia Modifier - A patient with severe systemic disease that is a constant threat to life	2 Units
P5	Anesthesia Modifier - A moribund patient who is not expected to survive w/o the operation	3 Units
P6	Anesthesia Modifier - A declared brain dead patient whose organs are being removed for donor purposes	0 Units

Effective April 1, 2005